

**SECTION 3**

**GENERAL INFORMATION FOR PREPARATION AND DELIVERY OF A RESPONSE  
FOR  
MISCELLANEOUS SERVICES, COMMODITY & EQUIPMENT PURCHASES**

Rev. 043004

### 3.1 HOW TO RESPOND:

Supply the required information on and along with the response form. An explicit agent of your organization must sign and date the response form and any supplementary proposal document. **Provide six copies of any informational literature.**

A. If this request has a "Specification Offered" column opposite the specifications complete as follows:

In the "specification offered" column write in:

- a) "As specified"
- b) "Exceeds specifications" - Identify what exceeds the specification and why
- c) "Exception to specifications" -Again, identify the substitute and define its effect.

Be sure to return these pages with your pricing sheet(s).

B. A certified check or bid bond **if requested in the Invitation to Bid** must accompany your response in the amount indicated. Certified checks will be returned to all unsuccessful candidates upon the awarding of the contract. If your proposal is not accompanied by a bond or check at the bid opening it may be rejected.

C. The successful firm may be required to furnish a performance bond and labor and materials bond, each for the full contract amount, prior to execution of a contract and/or performance under Purchase Orders. Indicate the cost for these bonds, to be added to the contract sum on the response form.

For 3.1, B & C:

Surety Companies must be listed on the current Federal Register, licensed in the State of Connecticut and have an underwriting limitation exceeding the value of the project with no more than 5% of capital in surplus tied to any one risk.

Banks must have a branch office in Connecticut with insurance provided by the FDIC.

D. Return all response forms (for **web based solicitations** see section E below), bond (if required), and any informational literature (**six copies**) to **Hartford City Hall, Procurement Services, 550 Main Street, Hartford, Ct. 06103**. Be sure to indicate the request number, name, and opening time in the spaces provided. Mark the original response package as "**ORIGINAL**" on the front cover. We will open the response upon receipt if this information is not provided on the face of the envelope. In this case Procurement Services cannot be held responsible for the confidentiality of the response.

Failure to follow these guidelines may be just cause for rejection of the response.

E. **Responses delivered electronically** (i.e. either by transmission over the Internet or by email, or by fax are received subject to the following qualifications and limitations:

1. The City is not responsible for the confidentiality of the information transmitted. Candidates can best protect the confidentiality of their electronic submission by using the secure server services available through RFP Depot.

2. The City cannot guarantee that its computer or FAX equipment will be operational and able to receive transmittals by a particular time and date. It is the Candidate's responsibility to ensure that responses are received in their entirety and on time at the required location. It is recommended that Candidates call immediately after transmitting a document electronically to confirm complete and accurate receipt by the City. The City assumes no liability in the event that a candidate's electronic transmission is not received by the City in a timely fashion, or is not received either in its entirety or error-free.

3. Responses transmitted electronically which have a bond requirement are subject to the same submittal requirements as those responses delivered via traditional means, such as mail or hand delivery, or as otherwise stipulated by appropriate authority.

4. RFP Depot.com has no affiliation with the City of Hartford other than as a supplier that facilitates electronic communication between the City and its suppliers. RFP Depot is an independent entity and is not an agent or representative of the City. Communications to RFP Depot do not constitute communications to the City, until such time as such communications have been delivered to the City. On-line submission of documents confers no special status on vendors who use such means of communication.

### **3.2 TRANSACTION FEE:**

The City uses RFP Depot to manage web based solicitations. The cost of maintaining this service is covered by a transaction fee paid by the vendor that receives business from the City, as a result of this solicitation (it does not cost anything to submit a response to a solicitation). This fee is one percent (1%) of the total transactions generated by the award, unless stated otherwise in the RFR document, and is paid directly to RFP Depot. The maximum fee from any single contract award is capped at \$10,000. To assure that all candidates are treated equally, the fee will be payable whether the bid/proposal is submitted electronically, or by traditional means. Refer to [www.rfpdepot.com](http://www.rfpdepot.com) for payment terms and further information.

### **3.3 QUANTITIES AND/OR USAGES:**

Quantities and/or usages are estimates only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting city entity.

### **3.4 QUESTIONS:**

If a prospective candidate needs clarification or interpretation of any items in these documents he/she must request such through RFP Depot or in writing, addressed to the Buyer who's name appears on the invitation, at least one calendar week prior to the response opening. Responses shall also be in writing, and shall be distributed in the same manner as Addendas. The City of Hartford, or its agents shall not be responsible for any oral instructions or interpretations given to a candidate.

### **3.5 CRITERIA FOR AWARD:**

This Request for Response (RFR) does not necessarily contemplate an award based solely on price. Rather, the City reserves its rights to reject any or all responses or any portion thereof that it may determine to be in its own best interests, for whatever reason.

The City of Hartford reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a candidate and subsequently awarding the contract to another candidate.

Such action on the part of the City of Hartford shall not constitute a breach of contract on the part of the City of Hartford since the contract with the initial candidate is deemed to be void and of no effect as if no contract ever existed between the City of Hartford and such candidate.

### **3.6 QUALIFICATIONS OF CANDIDATES OFFERING PROPOSALS:**

The City may make such investigations as deemed necessary to determine the ability of the candidate to perform the work and the degree to which any candidate meets the criteria for Award listed herein. Each candidate agrees to furnish the City any additional information requested.

### **3.7 THE REQUEST FOR RESPONSE (RFR) PROCESS:**

Solicitations are advertised as required by law. The City may also mail invitations to businesses as it deems appropriate. Placement on a vendor mailing list or a history of having received invitations in the past or having received prior contract awards in no way obligates the City to continue any form of direct notification. At the discretion of the Purchasing Agent the City may remove vendors from the mailing list for whatever reason including a poor performance history or failure to respond to previous invitations.

### **3.8 CONTRACTING:**

A. The City reserves the right to require the successful firm to execute a contract in a format supplied by the City. The terms and conditions of the contract to be signed upon the award of the bid will supersede any inconsistent provision of the bidding documents.

Award of all or a portion of the requirement may be subject to approval by the Hartford Common Council.

B. The award of any contract is subject to the following conditions and contingencies:

- (1) The approval of such governmental agencies as may be required by law.
- (2) The appropriation of adequate funds by the proper agencies.
- (3) The selected candidate must be current in all tax obligations to the City of Hartford in accordance with Chapter 2, Section 2-548(a)(4) of the Municipal Code of the City of

Hartford.

(4) If the bidder is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings.

### **3.9 OBLIGATIONS OF THE CANDIDATE:**

At the time of the opening of proposals, each candidate will be presumed to be thoroughly familiar with the City's requirements, and the objectives for each element of the project item or service.

### **3.10 REQUIRED FORMS:**

a) Candidate's EEO Report: As a condition of doing business with the City the selected respondent must be certified by the City as an Equal Employment Opportunity Employer. Certifications must be renewed annually. If your firm is not currently certified you may obtain the required forms on-line through RFP Depot or at: <http://www.hartford.gov/purchasing/documents.htm> and submit completed forms with your response. To check the current status of your EEO certification contact the Office of Human Relations, 860.543.8595, fax 860.722.6486 or email: LRuiz@hartford.gov.

b) Taxpayer's Identification Number: Every respondent must provide their Taxpayer Identification Number on the response form. Award recipients, whether an individual, proprietor, partnership or a non-profit corporation or organization must file the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification with the City.

### **3.11 SITE INSPECTION:**

Information contained in these documents is provided in good faith only that all candidates may have access to the same information utilized by the City, and is not intended as a substitute for personal investigations, interpretations and judgment of the candidate. As information may be approximated or incomplete, candidates should conduct a thorough inspection or study of existing conditions/equipment.

### **3.12 RETAINAGE:**

The City may retain 5% of the total project cost until such time as a guarantee bond, satisfactory to the City is posted with the City, or other terms for retainage are specifically stated in the contract for this project.

### **3.13 ACCEPTABLE BRANDS:**

The RFR specifications are not intended to limit consideration to the particular service organization or manufacturer from which they were developed. References to brand names or numbers are to be interpreted as establishing a standard of quality and is not to be

construed as limiting competition. Brand names used within these specifications shall be presumed to be followed by the words "or approved equal".

Burden of proving a product and/or material as equal to a specific product and/or material by brand name is the responsibility of the contractor.

Final determination as to what is an "or equal" product will be made by the Purchasing Agent in conjunction with other City staff. The City will award on the basis of the criteria stated herein, and reserves the right to waive or require compliance with any element of the specifications.

### **3.14 SAMPLES:**

- a) Accepted proposal samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted proposal sample.
- b) Samples are furnished free of charge. Candidate must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

**3.15 PROPOSAL EXPENSES:** Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by the City of Hartford.

### **3.16 OWNERSHIP OF PROPOSALS:**

All proposals shall become the sole property of the City of Hartford and will not be returned.

### **3.17 TIME PROVISIONS:**

The content of any response submitted is to remain valid and available to the City for ninety (90) days from the day proposals are due.

Unless otherwise indicated the duration of the Contract will be one (1) year. Further, this contract may be renewed, expanded and extended at the option of the City in one (1) year increments for up to four (4) additional periods provided that the funds are available, approved by the City for this purpose and that the Contractor has established a satisfactory performance record. Revisions in terms to be negotiated on award anniversaries.

Notwithstanding the failure of City to exercise any option to renew this contract for an additional year, the Contract Administrator reserves the right to unilaterally extend this contract on a month to month basis for a period not to exceed three (3) months under the same terms and conditions applicable to the preceding contract period.

END OF SECTION